CHAIRPERSON Allan O'Shea VICE-CHAIRPERSON Janice McCraner

Manistee County Board of Commissioners

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

Kathy Fenstermacher Edward Haik Ervin Kowalski Glenn Lottie Carl Rutske

CLERK
Marilyn Kliber
(231) 723-3331
CONTROLLER/ADMINISTRATOR
Thomas Kaminski
(231) 398-3500

WAYS & MEANS COMMITTEE

Tuesday, April 15, 2008 8:30 A.M.

Manistee County Courthouse & Government Center Board of Commissioners Meeting Room

AGENDA

- 1) Finance Report Jeri Lyn Prielipp, Financial Assistant
- 2) Review and consideration of recommending payment of the following FY 2007/08 appropriations and miscellaneous invoices:

Miscellaneous Appropriations:

A) None.

Invoices:

- A) Consideration of approving the payment of unused accumulated vacation, sick and personal hours to Kenneth Hilliard, former employee of the Manistee County Sheriff's Office, who will retire from County employment effective May 2, 2008 = \$17,760.57 (APPENDIX A)
- B) Consideration of an invoice dated April 7, 2008, from the Charter Township of Filer in the amount of \$3,549.24 for legal fees in the TES Filer City Station tax appeal. It is recommended that payment be made from the County's legal defense fund #259. (APPENDIX B)
- C) Consideration of correspondence and an invoice dated March 17, 2008, from the Human Services Collaborative Body in the amount of \$2,500.00 for the purpose of 2008 voluntary membership dues. (APPENDIX C)
- D) Consideration of an invoice dated March 17, 2008, from Northern Michigan Substance Abuse Services, Inc. (NMSAS) in the amount of \$1,799.50. This invoice represents 50% of the Substance Abuse portion of the Convention Facility Development Fund (Cobo Hall Liquor Tax). The Northern Michigan Substance Abuse Services, Inc. is the designated regional substance abuse coordinating agency serving Manistee County. Section II of Public Act 2 of 1986 states that "the proceeds received by the taxing unit shall be distributed to the coordinating agency designated for that County pursuant to Section 6226 of Act 368 of the Public Acts of 1978 being Section 33.6226 of the Michigan Compiled Laws to be used only for substance abuse prevention and treatment programs in the County from which the proceeds originated." In the past, the County received approximately \$100,000.00 per year and distributed approximately \$50,000.00 per year to NMSAS for substance abuse prevention and treatment programs. Due to State budget reductions, the County is receiving much less in this fiscal year and did not budget anything for fiscal year 2007/08 on both the revenue and expense sides of the budget. (APPENDIX D)

Ways & Means Committee Agenda April 15, 2008 Page 2

- 3) Review and consideration of the following contracts and agreements:
 - A) Michigan Department of State contractual agreement for driver vehicle and related information. In the past, the State allowed separate contracts for each record access program. In Manistee County, the Prosecutor's Office, District Court and Friend of the Court require access to this information. The State of Michigan is requesting that each of these programs be placed under one contract, authorized by Manistee County. (APPENDIX E)
 - B) Review and consideration of approving Amendment No. 1 to the AT&T Network Services Discount ICB Addendum No. 1 to Master Agreement between SBC Global Services Inc. and dba AT&T Global Services and Manistee County. This is an amendment to the usage agreement signed by the County last year. AT&T is informing us that the commitment levels were set too high, which was the result of an error on AT&T's part. To avoid penalties, an amendment to the existing agreement lowering commitment levels is required. The original annual commitment agreed to by the County was \$71,000.00 per year. The annual commitment in the amendment has been reduced to \$48,800.00. (APPENDIX F)
 - C) Review and consideration of authorizing the County Controller/Administrator to sign two letters to Medicare Part A Provider Enrollment Department indicating that Linda Duchon, Administrator of the Manistee County Medical Care Facility, has the authority within the organization to legally and financially bind the Medical Care Facility to the laws, regulations and program instructions of the Medicare program, and a letter attesting that Manistee County accepts legal and financial responsibility of the Medical Care Facility in the event there is any outstanding debt owed to Medicare by the Manistee County Medical Care Facility. The Prosecutor and Medical Care Facility Financial Staff have been contacted regarding the need for these letters, and it was explained that these letters are required in order to have Medicare checks automatically deposited into the County's accounts rather than have them mailed by regular U.S. Mail. These letters give the Medical Care Facility the opportunity to have the revenue in a more timely manner. (APPENDIX G)
- 9:00 A.M. Charles Haemker, Library Executive Director, will appear before the Committee to request approval of millage renewal ballot language for the Manistee County Library operation. The Library Board is requesting that the millage be renewed for a five-year period by up to 1 mil. The request includes that this ballot proposition be placed on the August 5, 2008 Primary Election ballot. (APPENDIX H)
- 5) 9:15 A.M. James Smogoleski, Youth Services Director, will appear before the Committee to discuss the potential of a new Drug Court grant application.
- 6) 9:30 A.M. Peggy Falk, Equalization Director, will appear before the Committee to present the 2008 Manistee County Equalization report.
- 7) Miscellaneous Information/Discussion Items.
 - A) Information regarding Manistee County's share of the distribution of excess assets to members, which was declared by the Michigan Municipal Risk Management Authority Board of Directors in March of 2007 as \$15,730.00. In accordance with previous instructions by the Board of Commissioners, this share of the distribution will be deposited into the Manistee County Loss Fund on deposit with the MMRMA. (APPENDIX I)
- 8) Other Items from Committee Members.
- 9) Adjournment.



(APPENDIX A) OFFICEOF
CONTROLLER
ADMINISTRATOR

231-398-3500 • Fax 231-723-1795 www.manisteecounty.net

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MEMORANDUM

TO: Manistee County Board of Commissioners

FROM: Karen M. Molby, Personnel Officer/Administrative Assistant

DATE: May 2, 2008

RE: Unused Accumulated Vacation, Sick Time and Personal Day Payment

Employee Name: Kenneth Hilliard

Department: Sheriff's Office Employee #: 1560

Employee #: 1560 Hourly Rate: \$22.69

Termination Date: May 2, 2008

2008 Unused Vacation Hours: 200.0 2009 Earned Vacation Hours: 70.0

2008 Unused Accumulated Sick Hours: 476.5

2008 Unused Personal Day Hours: 48.0

2008 Unused Vacation Payment: \$4,538.00

2009 Earned Vacation Payment: \$1,588.30

2008 Unused Sick Time Payment: \$10,811.79

2008 Unused Personal Day Payment: \$1,089.12

2008 Unused Cleaning Allowance Due County: -\$266.64

2008 Shift Differential Due Employee: \$0.00

Total Amount Due: \$17,760.57

Payment to be made from the "Employee Separations" Account #298 000 701.001.

Approved for payment by the Manistee County Board of Commissioners on Tuesday, May 20, 2008.

(APPENDIX B.)

CHARTER TOWNSHIP OF FILER



James Espvik, Supervisor Shirley Ball, Clerk Melissa Bauman, Treasurer Dale Kolanowski, Trustee Dean Kruse, Trustee Larry Linke, Trustee Edward Williams, Trustee

Kevin Skipski, Constable

2505 Filer City Road · Manistee, MI 49660 · 231-723-3138 · Fax 231-723-3191

April 7, 2008

Please send your "Total Due Filer Twp." to the above address upon receipt of this billing.

Breakdown of the T.E.S. Litigation B	illing	Current Billing	
Agency	Percentage Paying	April 08	Total Due Filer Twp.
Manistee County	32.75%	(3,549.24)	3,549.24
Manistee County Library	6.05%	655.66	655.66
Manistee County Medical Care Facility	3.03%	328.37	328.37
9-1-1 Central Dispatch	6.05%	655.66	655.66
Manistee County Transportation	2.00%	216.75	216.75
Manistee County Council on Aging	1.81%	196.16	196.16
Manistee Area Public Schools	3.00%	325.12	325.12
Manistee Intermediate School District	13.68%	1,482.55	1,482.55
West Shore Community College	13.85%	1,500.97	1,500.97
Filer Township	17.78%	1,926.88	1,926.88
		10,837.36	10,837.36

LEWIS REED & ALLEN P.C.

Attorneys



W. Fred Allen, Jr.
Stephen M. Denenfeld
Michael A. Dombos
Robert C. Engels
Matthew L. Lager
David A. Lewis
Dean S. Lewis
James M. Marquardt
Michael B. Ortega
William A. Redmond
Richard D. Reed
Thomas C. Richardson
David E. Ryan
Michael A. Shields

Gregory G. St. Arnauld

136 East Michigan Avenue, Suite 800 Kalamazoo, Michigan 49007-3975

> Telephone 269-388-7600 Fax 269-349-3831

Of Counsel Willy Nordwind, Jr. Anne M. Fries

Gould Fox (1905-2002)

Winfield J. Hollander (1906-1996)

March 26, 2008

Writer's Direct No. (269) 553-1409 E-Mail Address: jcosgrove@lewisreedallen.com

James Espvik, Supervisor Filer Township 2505 Filer City Road Manistee, MI 49660

Tom Kaminski Manistee County Administrator & Comptroller Manistee County Courthouse 415 Third Street Manistee, Michigan 49660

Re: T.E.S. Filer City Station v Township of Filer

Gentlemen:

Enclosed find the most recent statement received from George E. Sansoucy, PE, LLC. Please make arrangements for payment directly to George E. Sansoucy, PE, LLC. Thank you.

Yours very truly,

LEWIS, REED & AYLEN, P.C

ulle A. Cosgro Paralegal

jac

Enclosure



George E. Sansoucy, PE, LLC

Engineers & Appraisers

INVOICE NO: 0013563-IN

DATE: 03/13/08

Lewis Reed & Allen Attn: Richard Reed Lewis Reed & Allen

136 East Michigan Ave., Suite

Kalamazoo, MI 49007

RE: Filer City, MI ETAL PAGE NO: 1

FOR PROFESSIONAL SERVICES RENDERED THROUGH FEBRUARY 29, 2008

PROGRESS BILLING

Performed By Description " Hours Amount which notes their street which shall shall state which their street time and the color of the time to the time and time. new other cases when water G. Walker SEE ATTACHED SEE ATTACHED G. Sansoucy 11.00 \$2,475.00 12.00 \$2,700.00 Technical Personnel SEE ATTACHED 1.00 \$145.00

TOTAL LABOR:

\$5,320.00

01/18/08 Platts - Power Outlook Research Service and Megawatt Daily Basic Service 1/18 - 4/17/08.

\$976.69

Subscriptions TOTAL:

\$976.69

TOTAL EXPENSES:

\$976.69

TOTAL INVOICE:

\$6,296.69

SORTED BY CLIENT CODE - DETAIL BY CATEGORY

	G W.C. DESC ENT CODE: DB CODE:	RIPTION LEWIS R 2121		EMPLY NAME eed & Allen v, MI ETAL	B T T X COMMENT STANDARD	HOURS	RATE	AMOUNT
LAB LAB	GCW G. Walker GCW G. Walker		02/25/08 02/27/08	WALG WALKER G. WALG WALKER G.	B NT Reviewing documents. B NT	4.00 3.00	225.000 225.000	900,00 675,00
LAB	GCW G. Walker		02/29/08	WALG WALKER G.	Reviewing DCF and price forecasts. B NT Reviewing Filer Environmental issues.	4,00	225.000	900.00
LAB LAB LAB LAB	GES G. Sansouc GES G. Sansouc GES G. Sansouc GES G. Sansouc RES Technical Po	· y y	02/22/08 02/27/08 02/28/08 02/29/08 02/22/08	SANG SANSOUCY G. SANG SANSOUCY G. SANG SANSOUCY G. SANG SANSOUCY G. THOL RESEARCH TECH 8	B NT Begin document review. B NT Begin document review. B NT Continue document review. B NT Continue document review. B NT Print confidential documents.	2.00 2.00 5.00 3.00 1.00	225,000 225,000 225,000 225,000 145,000	450.00 450.00 1125.00 675.00 145.00
				CATEGORY LAB LABOR	R-BILLABLE TOTALS:	24.00		5320.00
				JOB 2121 FEE TOTALS:		24.00	•	5320.00
EXP	SUB Subscription	าร	01/18/08	SANG SANSOUCY G.	E NT Platts - Power Outlook Research Service and Megawatt Daily Basic Service 1/18 - 4/17/08.			976.69
				CATEGORY EXPEN	ISES-BILLABLE TOTALS:	Antimodelle communication (College College Col	4	976.69
				JOB 2121 EXPENSE TOT	AL:		~	976.69
				CLIENT LEWIS R TOTAL	ωS:	24.00	as.	6296.69
				REPORT TOTALS:	·	24.00	desc.	6296.69

Lewis Reed & Allen P.C.

STATEMENT

136 East Michigan Avenue, Suite 800 Kalamazoo, Michigan 49007-3975 Telephone: 269-388-7600 Federal ID# 45-0492032

March 25, 2008 Invoice# 21892 RDR Our file# 8596 00003 Billing through 03/25/2008



Township of Filer 2505 Filer City Road Manistee, MI 49660

Re: TES Filer Tax Appeal 1997-07

PROFESSIONAL SEI	VICE.	CES	25
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02/26/2008	JMM	Review notice of hearing.	0.20	hrs.	38.00
02/28/2008	JAC	Review and prepare file for attorney Marquardt to attend in-camera review at the Michigan Tax Tribunal.	1.00	hrs.	90.00
03/03/2008	RDR	Telephone conference with Glenn Walker.	0.75	hrs.	187.50
03/03/2008	JAC	Complete assembly of documents for attorney Marquardt to attend hearing. Telephone conference with Bob Rhoades. Create and log documents into litigation database.	0.50	hrs.	45.00
03/03/2008	JMM	Review file documents including pleadings, correspondence and documents claimed to be confidential. Telephone call from attorney Rhoades regarding file.	2.20	hrs.	418.00
03/04/2008	JAC	Log, review, summarize and enter documents in litigation database. Interoffice conference with attorney Marquardt regarding in camera review hearing.	1.50	hrs.	135.00
03/05/2008	JMM	Review file. Prepare for in camera hearing to review confidential documents. Prepare list of documents for in camera review in accordance with Tribunal order.	2.50	hrs.	475.00
03/06/2008	JMM	travel to Lansing, Michigan. Attend in camera hearing to determine release of confidential records. Email to Mr. Espvik and Mr. Kaminski regarding hearing.	5.50	hrs.	1,045.00
03/10/2008	JMM	Email from Thomas Kominski.	0.20 1	hrs.	38.00
03/14/2008	JMM	Travel to Lansing, attend in camera session of	4.00 i	ırs.	760.00

8596	Filer, To	ownship of	Invoice#	21892	Page	2
		Tribunal regarding confidenti	al documents.		(15	
03/17/2008	JMM	Telephone conference with M regarding Tribunal ruling.	fr. Reed	0.30	hrs.	57.00
03/19/2008	JMM	Email to Mr. Kaminski and Mr. regarding Tribunal in camera	Ir. Espvik hearing.	0.40	hrs.	76.00
03/21/2008	RDR	Conference with Glenn Walke Sansoucy PE LLC.		0.25	hrs.	62.50
XPENSES					\$	3,427.00
03/06/2008	Mileage	a∙ ⊌∙				
3/17/2008	Mileage					75.75
3/25/2008	_	Postage, Telephone Expense:				75.75
3/25/2008		Express:				53.08
<i>∞.∞∞.</i> , , , , , , , , , , , , , , , , , , ,	i cuci ai	LAPIESS.				24.46
					30 da Frida de la companya del companya del companya de la company	\$229.04

Total balance now due	\$3,656.04
Plus net balance forward	\$0.00
Total of new charges for this invoice	\$3,656.04
	\$229.04
Total professional services Total expenses incurred	\$3,427.00
Total professional semilers	

Lewis Reed & Allen P.C.



136 East Michigan Avenue, Suite 800 Kalamazoo, Michigan 49007-3975 Telephone: 269-388-7600 Federal ID# 45-0492032

February 25, 2008 Invoice# 21762 RDR Our file# 8596 00003 Billing through 02/25/2008

Township of Filer 2505 Filer City Road Manistee, MI 49660

Re: TES Filer City Station - Tax Appeal 2002

PROFESSIONAL SERVICES

02/18/2008	RDR	Study confidential material; telephone conference with Supervisor Espvik; telephone conference with George Sansoucy.	3.50 hrs.	875.00
EXPENSES			- AM AND THE AND THE COMMENT AND THE A	\$875.00
02/25/2008	Copies,	, Postage, Telephone Expense:		9.63
				\$9.63

Billing Summary

Total balance now due	\$884.63
Plus net balance forward	\$0.00
Total of new charges for this invoice	\$884.63
Total expenses incurred	\$9.63
Total professional services	\$875.00



(APPENDIX C-1)

Human Services Collaborative Body PO BOX 611 Manistee MI 49660 hscbmanistee@gmail.com

MAR 1 4 2000

March 17, 2008

Good morning,

On behalf of the Manistee County Human Services Collaborative Body, please give serious consideration to financially supporting your community with Voluntary Dues. The HSCB recently completed a strategic plan refocusing their leadership role, increasing communications, sharing ideas, collaborating and improving coordination between health and human services agencies in Manistee County.

Many of us represented HSCB in the Manistee enVision process. In the final report it is written:

The Health and Human Services quality of life category of enVision Manistee's Vision: "In the year 2015, Manistee County is an educated and informed community that values the diversity of individuals and brings together a variety of resources to meet identified needs for universal access to high-quality health and human services."

The action plan is to form a Health and Human Service Council "of multiple HHS agency heads and other decision makers that convenes regularly to support and advance a cohesive system of maximizing resources and to implement HHS strategies of enVision Manistee County."

These are indeed exciting times. With your help we can achieve the Vision we all helped to create. To continue our efforts to achieve our vision we need all of us in the health and human services arena to step forward. Your involvement and financial support are needed.

An invoice based on a voluntary dues structure is enclosed. Please review it to determine an appropriate level of financial commitment from your organization. Thank you in advance for your support and cooperation. When the leadership involved in the well-being of our citizens comes to the table, we can best address the needs in our community.

Sincerely,

Judith A. Crockett, Coordinator

Manistee HSCB

hscbmanistee@gmail.com

Human Services Collaborative Body PO BOX 611 Manistee MI 49660



hscbmanistee@gmail.com

INVOICE

March 17, 2008

Manistee County Offices 415 Third Street Manistee MI 49660

HSCB Voluntary Membership Dues 2008

\$ 2500_____

See Dues Structure Below

A voluntary dues structure has been established:

- Larger agencies are asked to pledge \$2500.00.
- Smaller agencies are asked to pledge based an amount determined by their operating budget as follows:

Up to \$100,000	\$50
Up to \$200,000	\$100
Up to \$400,000	\$200
Up to \$600,000	\$300

Individuals receiving this dues notice and are being asked to contribute \$15

Please remit payment to:

Manistee HSCB

PO Box 611

Manistee MI 49660

Thank You!



NMSAS Northern Michigan Substance Abuse Services, Inc.



building resources, guiding services, restoring hope

March 17, 2008

Russell A. Pomeroy, Manistee County Treasurer Manistee County 415 Third Street Manistee, MI 49660

Dear Mr. Pomeroy:

Northern Michigan Substance Abuse Services, Inc. (NMSAS) is the designated regional substance abuse Coordinating Agency serving Manistee County.

Please accept this letter as the invoice for the substance abuse portion of the Convention Facility Development Funds (Cobo Hall Liquor Tax). The amount of this invoice is \$1,799.50 Section II of Public Act 2 of 1986 states that "The proceeds received by the taxing unit shall be distributed to the Coordinating Agency designated for that county pursuant to Section 6226 of Act 368 of the Public Acts of 1978, being Section 33.6226 of the Michigan Compiled Laws to be used only for substance abuse prevention and treatment programs in the county from which the proceeds originated."

If you have any questions regarding this invoice please do not hesitate to contact either Anita Lawnichak or myself at (989) 732-1791.

Sincerely,

Dennis M. Priess Executive Director





STATE OF MICHIGAN TERRI LYNN LAND, SECRETARY OF STATE

DEPARTMENT OF STATE LANSING

February 5, 2008

Mr. Thomas Kaminski, Administrator/Controller Manistee County 415 Third Street Manistee, MI 49660

Dear Mr. Kaminski:

A new contract for the access and release of driver and vehicle record information is effective October 1, 2007. The new contract eliminates the requirement to have a separate contract for each record access program.

Enclosed is a new contract for Manistee County. Be sure to complete Sections I. 2. Scope and Section XII. 2. Permissible Use(s). This contract will cover the following Manistee County units:

Manistee County Prosecutor's Office Direct Access Acct. #Z694 85th District Court, Manistee Direct Access Acct. Z884 Manistee Count Friend of the Court (new application)

To ensure that we have current and correct information on your account, we also ask that you submit a new formal Letter of Request. The letter will specify what data (driving or vehicle records or both) is requested for each account and their use of the data. Also please provide a contact name, phone number and email address for each account.

The addition of future Manistee County accounts will require a new Letter of Request but a new contract will not be required.

Return the signed contract and Letter of Request to the address below within 60 days. **Failure to return these documents within that timeframe may cause your account to be suspended.** Upon approval and signature by the MDOS representative, a copy will be returned to you.

Michigan Department of State Commercial Services Section Attn: Arlene Fabry 7064 Crowner Drive Lansing MI 48918

Please direct any questions to Arlene Fabry at 517-322-3452 or FabryA1@Michigan.gov.

Sincerely,

Arlene Fabry, Analyst



Michigan Department of State Contractual Agreement for Driver, Vehicle, and Related Information

Between the:

MICHIGAN DEPARTMENT of STATE

7064 Crowner Drive Lansing, Michigan 48918 Phone: 517.322.3454

Fax: 517.322.3456

And: Manistee County

415 Third Street

Manistee, MI 49660 Phone: 231.398.3500

Fax: 231.398.1795

I. PURPOSE AND SCOPE

 Purpose: The purpose of this agreement is to document the terms and conditions under which the Michigan Department of State (the DEPARTMENT) will provide driver, vehicle, and related information maintained by the DEPARTMENT to the above-named organization or governmental agency (the ORGANIZATION).

2.	Scope: The ORGANIZATION must list below the name and address of each subsidiary or affiliate (parent, sister information will not be shared with any other subsidiary or affiliate of the ORGANIZATION. Attach an additional page if necessary.)
	The ORGANIZATION will notify the DEPARTMENT within 30 days of a new subsidiary or affiliate with which it is

The ORGANIZATION will notify the DEPARTMENT within 30 days of a new subsidiary or affiliate with which it will share information purchased under this agreement or of the termination of affiliation with a business entity with which the ORGANIZATION has discontinued sharing information purchased under this agreement.

Programs: The DEPARTMENT agrees to furnish the ORGANIZATION with information associated with the
programs checked below. The DEPARTMENT reserves the right to insert control data into the information
obtained under this agreement to identify any inappropriate use or release of the information.

The Michigan Department of	į		PROGRAM
State will complete this section.	\boxtimes	Dir	ect Access
		Sul	oscription Service
If you are interested in		Del	ayed Lookups
programs in addition to the one(s) checked, please		List	Sales/Bulk Information
contact the Michigan	Providence and a		Driver/Personal ID
Department of State Commercial Services			Vehicle
Section.	Protestar industriana		Lienholder
	The Control of Control		Watercraft
			Snowmobile
			Mobile Home
	Section representation of the		Plate Match
		Gove	ernmental Research
		Spec	ial Statutory Law
	П	Othe	The second of th

(E-3)

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

II. DISCLAIMER

The DEPARTMENT does not guarantee the timeliness of access to or delivery of information provided under this agreement due to the possibility of unforeseeable events, including the lack of resources or funding, an equipment or data transmission failure, a change in law or policy, acts of God, or other circumstances that may delay or preclude delivery of information.

The DEPARTMENT does not guarantee the accuracy of the information in its files and disclaims the accuracy of any information provided under this agreement.

III. TECHNOLOGY AND SECURITY OF DATA

The ORGANIZATION agrees to access the DEPARTMENT'S data only in a manner approved by the DEPARTMENT. The ORGANIZATION agrees to obtain, update, and maintain, at its expense, any hardware or software required to securely access or transfer information obtained under this agreement.

The ORGANIZATION agrees to implement the following security requirements when personal information (as defined in section 40b of the Michigan Vehicle Code, MCL 257.40b) is accessed, received, stored, used, or transferred under this agreement:

- Use software and hardware that is technologically adequate to prevent and detect any unauthorized access or use of personal information obtained under this agreement.
- Establish operational programs to prohibit and detect any unauthorized access or use of personal information obtained under this agreement.
- Conduct an annual review of its data security policies and procedures and update them as necessary.
- 4. Notify the DEPARTMENT, in writing, immediately after the ORGANIZATION becomes aware of any known or alleged breach in the security of data provided under this agreement.
- Establish a policy to notify any and all individuals affected by the unauthorized release or interception of personal information provided under this agreement.

IV. SUBCONTRACTING

The ORGANIZATION may subcontract the processing of information provided under this agreement. Before a subcontractor of the ORGANIZATION may access, receive, store, use, or transfer any information under this agreement, the ORGANIZATION must execute a written agreement with the subcontractor containing the subcontractor's agreement to comply with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. The ORGANIZATION agrees to provide a copy of its subcontractor agreement, at no cost, upon request of the DEPARTMENT. The DEPARTMENT promises confidentiality for any subcontractor agreement submitted by the ORGANIZATION upon the DEPARTMENT'S request.

V. FEES AND PAYMENTS

 Government agency: When the cost to prepare and furnish the information (preparation fee) exceeds \$25.00, the ORGANIZATION agrees to reimburse the DEPARTMENT for the DEPARTMENT'S actual cost of preparing and furnishing the requested information.

To be completed by Michigan	n Department of State only		
For this agreement, the DEPARTME	NT agrees to waive all preparation	⊠ Yes	П №
fees.		KM 168	□ M0

 Commercial or non-profit customer: A commercial or non-profit ORGANIZATION agrees to pay the DEPARTMENT the fee specified by the legislature or prescribed by the DEPARTMENT and allowed by law for information received under this agreement. Payments shall be made through an Electronic Fund Transfer (EFT) if requested in writing by the DEPARTMENT.



Contractual Agreement for Michigan Driver, Vehicle, and Related Information

VI. SURETY BOND

- 1. Government agency: A surety bond is not required.
- 2. Commercial or non-profit customer: A commercial or non-profit ORGANIZATION agrees to furnish and maintain an Information Purchaser's Surety Bond in the amount of \$25,000. A surety bond company licensed to do business in Michigan shall execute the bond. The bond shall indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained under this agreement for any damage caused by ORGANIZATION agrees to indemnify or reimburse the DEPARTMENT or any person whose personal information is accessed or obtained whether the improper use was made by the ORGANIZATION, by a subsidiary, affiliate agent, employee, or subcontractor of the ORGANIZATION, or by a person who acquired the information through DEPARTMENT for information obtained under this agreement.
- 3. **Subscription Service Only Customers:** The requirement for a surety bond is waived for customers who are only enrolled in the Subscription Service Program.

VII. TERM OF AGREEMENT

- 1. **Duration**: This agreement is in effect until it is canceled or terminated.
- 2. Change of Name or Ownership: In the event of a change of name or ownership of the ORGANIZATION, a new agreement is required. The ORGANIZATION will notify the DEPARTMENT immediately of a change of name or ownership, and the DEPARTMENT will forward a new agreement application. If this new agreement application the account may be suspended or terminated.
- Suspension: The DEPARTMENT may suspend access to the DEPARTMENT'S records while investigating allegations of material breaches of this agreement.
- Cancellation: The DEPARTMENT or the ORGANIZATION may cancel this agreement for any reason by giving the other party a 30-day written notice. Cancellation notices to the DEPARTMENT will be sent to: Michigan Department of State, Information Services Division, 7064 Crowner Drive, Lansing, Michigan 48918.
- 5. **Termination**: The DEPARTMENT may immediately terminate this agreement for cause by giving the ORGANIZATION a written notice. Cause for termination includes: failure to pay in accordance with the terms of the ORGANIZATION'S account with the DEPARTMENT; the use of data for marketing or solicitation or any other purpose not permitted by law; or a material breach of any agreement provision, including but not limited to the driver privacy compliance, security of data, or employee sanction provisions.

VIII. AMENDMENTS

The DEPARTMENT may amend this agreement, including but not limited to the fees described in Section V of this agreement, by providing the ORGANIZATION with a 30-day written notice.

IX. ASSIGNABILITY

The ORGANIZATION will not assign, license, or transfer any right, duty, or obligation under this agreement.

X. INDEMNIFICATION

The ORGANIZATION will indemnify and hold harmless the State of Michigan and the DEPARTMENT, and any of the State of Michigan's or the DEPARTMENT'S officers, agents, or employees, with respect to any claim asserted against them under federal or state privacy laws for information provided to the ORGANIZATION under this agreement.

XI. GOVERNING LAWS AND JURISDICTION

This agreement shall be construed in accordance with the laws of the State of Michigan. The ORGANIZATION agrees that any dispute that arises under this agreement that cannot be amicably resolved by the parties shall be submitted to a court of competent jurisdiction in the State of Michigan. The ORGANIZATION agrees to submit to the jurisdiction of that court.

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Contractual Agreement for Michigan Driver, Vehicle, and Related Information

XII. DRIVER PRIVACY COMPLIANCE

1.	. Th	is section only applies to the release of personal information (as defined in section 40b of the Michigan hicle Code, MCL 257.40b) maintained by the DEPARTMENT.	
	Dri info am	ver Privacy Compliance: By executing this agreement, the ORGANIZATION certifies that personal primation obtained will be used in compliance with the federal Driver Privacy Protection Act of 1994, as ended (18 USC §2721-2725 et seq.) and related Michigan driver privacy protection laws (e.g., MCL 28.292, 7.208c, 257.232, 257.307, 257.310, 324.80130c, 324.80315c, 324.81114c, and 324.82156c).	
2.	missible Use(s): The DEPARTMENT provides the agreed upon personal information only for the permissible (s), as declared by the ORGANIZATION below:		
Anthritistics as a second and a second		For use by a federal, state, or local governmental agency, including a court or law enforcement agency, in carrying out the agency's functions, or by a private person or entity acting on behalf of a governmental agency in carrying out the agency's functions.	
	b.	For use in connection with matters of motor vehicle and driver safety or auto theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles; motor vehicle market research activities, including survey research; and the removal of non-owner records from the original records of motor vehicle manufacturers.	
Name of the state	C.	For use in the normal course of business by a legitimate business, including the agents, employees, and contractors of the business, but only to verify the accuracy of personal information submitted by an individual to the business or its agents, employees, or contractors, and if the information as so submitted is no longer correct, to obtain the correct information, for the sole purpose of preventing fraud by pursuing legal remedies against, or recovering a debt against, the individual.	
	đ.	f. For use in connection with a civil, criminal, administrative, or arbitration proceeding in a federal, state, or local court or governmental agency or before a self-regulatory body, including use for service of process, investigation in anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state or local court, an administrative agency, or a self-regulatory body.	
Marine and American Communications and American American Communications and American Communication and American American Communication and American Communication and America	e.		
	f.	For use by an insurer or insurance support organizations, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigating activity, antifraud activity, rating, or underwriting.	
**************************************	g.	For use in providing notice to the owner of an abandoned, towed, or impounded vehicle.	
h. For use either by a private detective or private investigator licensed under the Private Detective License Act amended (1965 PA 285: MCL 338 821 to 338 851), or by a private population provides a private population of the p		For use either by a private detective or private investigator licensed under the Private Detective License Act of 1965, as amended (1965 PA 285; MCL 338.821 to 338.851), or by a private security guard agency or alarm system contractor licensed under the Private Security Guard Act of 1968, as amended (1968 PA 330; MCL 338.451), and 1968 PA 330; MCL 338.4511, and 1968 PA	
		List the letter for other permissible use(s): List occupational license number:	
		For use by an employer, or the employer's agent or insurer, to obtain or verify information relating either to the holder of a commercial driver's license that is required under federal law or to the holder of a chauffeur's license that is required under Chapter 3 of the Michigan Vehicle Code.	
with the Colonia is well-present any angular page.	Taxonary a	For use by a car rental business, or its employees, agents, contractors, or service firms, for the purpose of making rental decisions.	
NORTH-WARRANT CONTRACTOR OF THE PARTY OF THE	k.	For use in connection with the operation of private toll transportation facilities.	
hysiolenide utterestateleine omen magge	 For use by a news medium in the preparation and dissemination of a report related in part or in whole to the operation of a motor vehicle or public safety. 		

(E-6

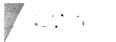
Contractual Agreement for Michigan Driver, Vehicle, and Related Information

3. Restrictions:

- a. Sale or Release of Personal Information to a Third Party:
 - A non-governmental ORGANIZATION may sell or furnish personal information obtained under this
 agreement to third parties, subject to the limitations stated in this agreement, and only for permissible
 use(s). The ORGANIZATION agrees to obtain a written certification from a third party as to the
 permissible use(s) for which the third party seeks personal information.
 - 2. If any ORGANIZATION furnishes personal information obtained under this agreement to a third party, the ORGANIZATION will maintain a record to identify each person or entity that obtained the personal information from the ORGANIZATION and the legally permissible use(s) for which it was obtained. These records shall be retained for a period of not less than five years following the transfer of information to the third party.
- b. The ORGANIZATION will adopt and implement a privacy policy and a personnel policy concerning the unauthorized release of information. The ORGANIZATION'S personnel policy will, at a minimum, establish that personal information shall not be disclosed to anyone unless the recipient is legally entitled to receive the information, and that employees may not access or release information contained in the records and files of the DEPARTMENT, except in connection with their duties and only to authorized third parties in accordance with work area procedures. Further, if an employee is approached to provide information inappropriately, the employee must refuse to release the requested information and immediately advise supervision. A violation of this policy shall be cause for disciplinary action up to and including dismissal. In addition, the employee may be subject to criminal charges that may result in a felony conviction. Upon the DEPARTMENT'S request, the ORGANIZATION also agrees to furnish to the DEPARTMENT a copy of its privacy policy and its personnel policy on the unauthorized release of information, at no cost to the DEPARTMENT. The DEPARTMENT promises confidentiality of the ORGANIZATION'S privacy and personnel policies submitted in accordance with this section. The ORGANIZATION further agrees to require any subcontractor, subsidiary or affiliate, if any, to adopt similar policies.
- c. Government organizations agree that information received under this agreement will be used only to carry out the agency's functions. The agency agrees not to access or provide any information received under this agreement for a purpose unrelated to the agency's official business.
- d. Commercial and non-profit organizations agree that, except as otherwise provided in this agreement, no person outside the direct employ of the ORGANIZATION shall have access to information provided under this agreement for any reason other than the ORGANIZATION'S intended and legitimate use as declared under the Permissible Uses section [XII. 2.] of this agreement.

4. Inspections and Audits:

- a. The ORGANIZATION will permit the DEPARTMENT, or a representative or agent of the DEPARTMENT, to inspect and copy any record maintained by the ORGANIZATION under this agreement. The ORGANIZATION shall bear the expense of one inspection by the DEPARTMENT, or a representative or agent of the DEPARTMENT, during the term of this agreement, or anytime an inappropriate use is known or alleged.
- b. Upon the DEPARTMENT'S request, the ORGANIZATION will provide to the DEPARTMENT an audit report, prepared by an independent audit firm. This audit shall evaluate the ORGANIZATION'S compliance with Section III (Technology and Security of Data) and Section XII (Driver Privacy Compliance) of this agreement. Any deficiencies detected in the audit must be immediately reported to the DEPARTMENT, along with a corrective action plan. The DEPARTMENT must approve a corrective action plan before it is implemented.



(E=7)

Contractual Agreement for Michigan Driver, Vehicle, and Related Information

5. Penalties for Misuse: Under Michigan law, a person who makes a false representation or a false certification to obtain personal information or who uses personal information for a purpose other than a permissible purpose identified in law is guilty of a felony, which may be punishable by imprisonment for up to 5 years and/or a fine of up to \$5,000. Subsequent convictions may result in imprisonment for up to 15 years and/or a fine of up to \$15,000.

XIII. SIGNATORY AUTHORITY

The persons signing this agreement certify that they are authorized to do so and to bind their respective principals to this agreement.

This agreement takes effect on the date the DEPARTMENT'S representative signs it.				
DEPARTMENT OF STATE Representative	ORGANIZATION Representative Signature			
Name (Printed) and Title	Name (Printed) and Title			
Date	Date			



Thomas D. Kaminski

From: "WEBER, TIMOTHY R (ATTAIS)" <tw9737@att.com>

To: <tdkaminski@manisteecounty.net>

Cc: "WEBER, TIMOTHY R (ATTAIS)" <tw9737@att.com>

Sent: Wednesday, April 09, 2008 9:31 AM
Attach: Manistee Co MDA Amd 1 040808.doc
Subject: Manistee County MDA amendment

Tom, we have done an analysis on your usage under the new agreement that you signed last year. It appears as if the commitment levels were set too high, an error on AT&T's part.

Therefore, we don't want you to get hit with penalties so I am asking you to sign this amendment which amends your existing agreement and lowers your commitment levels. This does not change your rates or discounts, it only lowers your commitments to the proper levels.

Evidently, they had the formula's wrong when they calculated your commitments and they came out incorrect. We've had a couple of these situations and this is the correction for it.

Let me know when you have signed (print off two copies and sign both).

Also, let me know if you have questions.

Sorry about the inconvenience but it eliminates issue's down the road...

Thanks Tom...

Tim Weber AT&T Michigan Government/Education Account Manager office..231-941-2859 wireless.....231-499-5386 email..tw9737@att.com Was 71,000 34,700

http://www.business.att.com/

> <<Manistee Co MDA Amd 1 040808.doc>>

>



AMENDMENT NO. 1 TO THE AT&T NETWORK SERVICES DISCOUNT ICB ADDENDUM NO. 1 TO MASTER AGREEMENT BETWEEN SBC GLOBAL SERVICES, INC. dba AT&T GLOBAL SERVICES AND MANISTEE COUNTY

Applicable AT&T Affiliate(s) and State(s): Michigan Bell Telephone Company d/b/a AT&T Michigan

This is Amendment No. 1("Amendment") of the AT&T Network Services Discount ICB Addendum No.1 to Master Agreement (AT&T Contract No. 20070518-0211) dated April 24, 2007 ("Addendum"), and is between SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliates ("AT&T"), and Manistee County ("Customer").

WHEREAS, AT&T and Customer entered into an Addendum for network services discounts; and

WHEREAS, the Total Annual and Annual Local Usage Sub-Commitments in Schedule A are modified; and

NOW THEREFORE, the parties, intending to be legally bound, for and in consideration of their mutual promises herein, mutually agree that the Addendum is hereby modified as follows:

1. Schedule A, titled "Customer Commitments", of the Addendum shall hereby be deleted and replaced in its entirety with the following:

Schedule A on the following page.



Schedule A Customer Commitments Contributory and Eligible Services

Customer Commitments

A. Annual Commitment (for all states)

Customer herein agrees to purchase a minimum dollar amount of Contributory Services. Customer's satisfaction of the Annual Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section 4.C. of this Addendum, Customer shall be liable for any shortfall.

The Annual Commitment agreed to by Customer is:

Year 1	\$48,800.00
Year 2	\$48,800.00
Year 3	\$48,800.00

B. Annual Toll Usage Sub-Commitment (for all states)

Customer herein agrees to purchase a minimum dollar amount of AT&T intraLATA toll usage services. Customer's satisfaction of the Annual Toll Usage Sub-Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section 4.C. of this Addendum, Customer shall be liable for any Toll Usage Sub-Commitment shortfall. Payment of any Toll Usage Sub-Commitment shortfall shall be counted toward Customer's satisfaction of its Annual Commitment.

The Annual Toll Usage Sub-Commitment agreed to by Customer is:

Year 1	\$0.00
Year 2	\$0.00
Year 3	\$0.00

C. Annual Local Usage Sub-Commitment (for all states)

Customer agrees to purchase a minimum dollar amount of AT&T local usage services. Customer's satisfaction of the Annual Local Usage Sub-Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section 4.C. of this Addendum, Customer shall be liable for any Local Usage Sub-Commitment shortfall. Payment of any Local Usage Sub-Commitment shortfall shall be counted toward Customer's satisfaction of its Annual Commitment.

The Annual Local Usage Sub-Commitment agreed to by Customer is:

Year 1	\$14,000.00
Year 2	\$14,000.00
Year 3	\$14,000.00

The TOTAL Annual Commitment agreed to by Customer is:

\$48,800.00

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This Amendment shall become effective as of the date of the last signature hereto or on the date of last approval by a regulatory agency with jurisdiction over the Amendment that requires approval, whichever is later, and shall remain in full force and effect for the Term of the Addendum. Except as modified by this Amendment, all of the terms and conditions of the Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives.

MANISTEE COUNTY	SBC GLOBAL SERVICES, INC. D/B/A AT&T GLOBAL SERVICES
BY:	BY:
PRINT NAME:	PRINT NAME:
TITLE:	TITLE:
DATE:	DATE:



FPPENDIX G-/ OFFICEOF CONTROLLER/ ADMINISTRATOR 231-398-3500 • Fax 231-723-1795 www.manisteecounty.net

Manistee County Courthouse • 415 Third Street • Manistee, Michigan 49660

April 08, 2008

To: Christine Troesch, Medicare Part A PE Analyst Lead Provider Enrollment Department National Government Services 6775 W. Washington Street Milwaukee, WI 53214

Regarding Customer:

Manistee County Medical Care Manistee County

This letter is an attestation that Manistee County accepts Legal and Financial responsibility of Manistee County Medical Care in the event that there is any outstanding debt owed to CMS by Manistee County Medical Care.

Sincerely,

Thomas D Kaminiski County Controller/Administrator

(6-2)



Telephone: (231)723-2543 Fax: (231)723-1773 Linda Duchon RN, MS, LNHA, Administrator

April 8, 2008

To: Christine Troesch, Medicare Part A PE Analyst Lead

Provider Enrollment Department National Government Services 6775 West Washington Street Milwaukee, WI 53214-5644

RE: Manistee County Medical Care

Medicare Identification Number - 235003

NPI - 1083610984

Dear Ms. Troesch:

Linda Duchon, Administrator of Manistee County Medical Care, has the authority within this organization to Legally and Financially bind Manistee County Medical Care to the laws, regulations, and program instructions of the Medicare program.

Sincerely,

Thomas Kaminski County Controller/Administrator

(APPENDIX H)

Library Operating Millage Renewal Proposition

Shall the County of Manistee renew a previous voted increase in the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on General ad valorem taxes within the County of Manistee at 1.000 mill (\$1.00 per \$1,000.00 of taxable value) for the period of 2008 through 2012, inclusive, for operational and building maintenance cost at the Manistee County library, and shall the County of Manistee levy such renewal in millage for said purpose, thereby raising in the first year an estimated \$1,027,592.00.

YES	
NO	





RISK MANAGEMENT AUTHORITY

March 20, 2008

RECEIVED MAR 24 7008

BOARD OF DIRECTORS

JAMES KOHMESCHER

Chairman

City of Wyoming

JAMES SCHARRET
Vice Chairman
City of Southfield

MICHAEL WELSCH Secretary AuSable Valley Mental Health

MICHAEL BOSANAC Monroe County

RICHARD BURKE City of Ishpeming

MICHAEL DORNAN City of Wixom

CINDY KING Charter Township of Van Buren

LEONARD PETERS
Eaton County

ROBERT SEETERLIN Charter Township of Waterford

> THOMAS YACK Charter Township of Canton

MICHAEL L. RHYNER
Executive Director

Thomas Kaminski Manistee County 415 Third Street Manistee, MI 49660 USA

Dear Mr. Kaminski,

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority. On behalf of the MMRMA Board of Directors, I am most pleased to provide Manistee County with \$15,730. This represents your share of the distribution of excess net assets to Members, which was declared by the Board in March of 2007. In accordance with your instructions, your share of the distribution will be deposited in your Funds on Deposit with MMRMA.

This distribution is based on the most recent analysis of net asset sufficiency and is not a guarantee of future distributions. Each year, the Board will determine whether to declare additional distributions. This year, the total distribution to eligible Members is \$7.5 million. MMRMA's ability to declare this distribution is a direct reflection of consistently strong performance results. Factors contributing to these results include better than expected loss trends in recent years, Member responsiveness to risk control recommendations, good management practices by Members resulting in fewer losses; and outstanding investment income.

However, the essential factor allowing MMRMA to distribute excess net assets is the long-term commitment of its Members. A large percentage of MMRMA Members enjoy over 15 years of continuous membership, and several have over 20 continuous years with the organization. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. The ultimate recognition goes to you – the MMRMA Member. Without your ongoing participation, such distributions would not be possible. The Board and I sincerely thank you for your loyalty and support of this fine organization.

Warmest regards,

MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY

Michael L. Rhyner Executive Director